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Hongkong, March 26, 1891. 62

which has sounded the note of alarm,

which has sounded the note of alarm. though sufficiently vague in its wording states that the matter has been placed in the hands of the Crown Solicitor "with a view to the equal enforcement of agreements upon all sales of Government land." The

is some corroboration here for landholders in Kowloon and the hill districts, as an 'enforcement' will naturally include the enforcement of agreements which bind the Government to do certain things, as well as the performance by lease-holders of covenants entered into. It is a notorious fact that the Government have shown unusually eagerness to sell land, while the anxiety to make roads and otherwise complete their part of the contract has been conspicuously absent. Any opening up

Thus question, therefore, through the means usually adopted by the Crown Solicitor-General will have the effect of throwing light upon the obligations of the Government towards Crown lessees, as well as of ventilating the question what legal covenants leaseholders may be compelled to perform under existing lease conditions. The idea is no novel, the full responsibility on the part of the Government, save that of collecting Crown rents, may have been altogether overlooked by the Executive. No considered view of the case, however, is likely to be adopted by the Chief Justice, who has the collecting habit of looking at both sides of an agreement. In the abstract, granting that no fault can be discovered in the attitude of the Government, persons who have fulfilled their obligations may still be aggrieved at the default of others.

But even as a matter of policy, would compulsory house-building tend to protect tenants for the tenements at present occupied? And would the increase of am-

houses furnish any addition to the
paid into the Treasury? We do not
that the application of a rule such as that
of compulsory building might not be,
certain periods, most beneficial to
community. At present and under ex-

ing conditions the wisdom of such a policy is more than questionable. If, however, the Government is burning with a desire to call forth an exposure of the manner in which leaseholders have been dealt with generally, and of the strange short-sighted-

policy adopted by the Crown in reference to land questions nothing is more likely to attain that object than the proceedings proposed affecting "the equal enforcement of agreements upon all sales of Government land." Now that nearly every piece of

in the Colony has been sold, and the Crown rents have been raised; there is very small chance for land speculation, and the Hong Kong system, of granting the lease whenever a house is built, might with advantage be adopted in Hongkong.

One of the most important clauses of the Gambling Bill now before the Legislative Council is clause 3. At the last meeting there was such a diversity of opinion, with regard to the actual meaning of the clause

it stands but to the intentional meaning was shown that the discussion of the had to be somewhat abruptly terminated and the members separated to think of the subject. The clause is certainly ambiguous. It sets forth that a place

be deemed to be opened, kept or used as a common gaming house or for the purpose of a lottery when gambling is one of the main and principal objects for which said place is opened, kept or used, although such place is also used as an ordinary so-

club and the public at large have not
cess thereto. Read alone this clause
imply that it is the intention of the
vernment to suppress not only profes
gambling, that is gambling conducted
persons who, by the law of probabilities

bound to profit thereby, but ordinary gambling of a pronounced character, as gambling as is connected with polo, haccarat and perhaps some Chinese games where the chances are equal but where a great deal of money may be won or lost.

But clause 3 follows the definition clause which a common gaming house is defined to mean a place where unequal chance gambling is carried on. The question arises—Is clause 3 governed by the definition

clause or does it extend the meaning of latter. A good deal may be said in favor of either contention, as the wording is ambiguous. In discussing the Gambling Bill on previous occasions, we adopted the view that the gambling spoken of in section 2

common gaming house, and we argued this premise that the section was misleading and utterly useless. It is manifestly intended that a common gaming house should include any place where any game of chance is carried on, and we argued

it would be unwise to run the risk of defeating this intention by introducing a clause which states that such gambling must be one of the main and principal objects which the place is opened. If, however, clause 3 is independent of clause 2, it refers

ordinary equal-chance gambling, we confronted with the serious problem whether it is advisable to deal legislatively with a form of evil that is more private than public in nature. Mr Ho Kai, arguing that such legislation was not

quired, said: "If you do away with gambling on which a commission is charged, I do not think it would pay people to open gambling clubs." But there are many ways of earning a profit out of gambling houses without charging a direct percentage on the games, and we can imagine it possible

Page 11 Section 3 is deleted-to

